INTRODUCTION

A. PURPOSE

This Master Rental Agreement is designed to provide Personal Computers (desktop); Monitors; Servers; Laptops; Add-ons, Peripherals and Accessories; Printers and Supplies for PCs, laptops and servers (*Group 1*); Controllers; Multiplexors; dumb terminals; and Printers for 3270 type devices (*Group 2*); Token Rings; Routers; Bridges, Hubs and Options (*Group 3*); Unix Equipment (*Group 4*), for state agencies and participating local agencies. A local agency is any city, county, district or other governmental body empowered to spend public funds per California Public Contract Code Section 12110.

B. BENEFITS

- Multiple contractors means competition does not end with the award of a contract. It is suggested that contacting more than one supplier may result in reduced prices.
- This is a "FULL SERVICE CONTRACT." No bidding is required to obtain very favorable maintenance and warranty contract provisions. Delivery, installation, training and help desk services are all contractually covered.
- Prices are discounted from a manufacturer's *complete* Retail Price List thus greatly increasing the amount of available product within each group of products.
- Multiple Lease terms of 12, 24, 36 and 48 months are now offered.
- Flexible lease rates are now offered to allow a supplier to reduce rates when possible and to require a supplier to reduce rates when the US Treasury Bills reduce rates.
- PRICES ARE MAXIMUM THEREFORE A CONTRACTOR MAY HAVE ADDITIONAL DISCOUNTS TO OFFER BEYOND THE PRICES AND DISCOUNTS QUOTED HEREIN. CONTACT THE CONTRACTOR TO SEE IF THE EQUIPMENT YOU WISH TO LEASE HAS ADDITIONAL DISCOUNTS.

A. ORDER PLACEMENT

You may place an order at any time during the effective periods of the contracts. All contracts are currently effective from MARCH 30, 2000, through MARCH 29, 2004. The State, at its option, may extend this contract on a year to year basis up to two (2) additional years. Any lease order following these instructions issued during the effective period will be deemed to be valid through the term of the order and all prices terms and conditions shall apply through the term of the order. Prices and lease rates are allowed to vary according to the terms and conditions stated below in the cost section. Generally, prices are held at a minimum for 6 months at a time commencing with the latest price list at the time of award and lease rates will only vary if the US Treasury Bill of commiserate term has varied, up or down, by at least 25 basis points.

B. ORDER INITIATION

State agencies coordinate with the appropriate units within your agency (e.g., Procurement, Business Services, Contracts, etc.) to issue lease orders against the contracts listed herein.

Lease to Purchase Conversion:

Agencies may exercise an option to purchase any leased equipment from this contract at any time during the lease term of a lease order or at any time thereafter if the lease has been extended beyond the initial term.

C. STATE OF CALIFORNIA CONTACTS (DGS - Procurement Division)

Bill Shelton

Department of General Services

Procurement Division

707 3rd Street

West Sacramento, CA 95605

Phone: 916-375-4456 Fax: 916-375-4522

Email: bill.shelton@dgs.ca.gov

D. CONTRACTOR CONTACTS.

Contract #6-00-70-01

MicroAge of Sacramento 800 Howe Avenue, Suite 160 Sacramento, CA 95825 Phone: 916-925-3337 x 3710

Fax: 916-925-4877 FEIN: 68-0074904 VIN: 196158

Contact: George Hansen

Contract #6-00-70-03

Science Applications International Corp

10260 Campus Point Drive San Diego, CA 92121 FEIN: 95-3630868 VIN: 229046

Phone: 916-375-6628 Fax: 916-371-5153 Contact: Patrick Callahan

Contract #6-00-70-05

Western Blue Corp.

9856 Business Park Drive, Suite I Sacramento, CA 95827

Phone: 916-366-0708 Fax: 916-366-0776 FEIN: 94-2916619 VIN 190135

Contact: Alan Markis

Contract #6-00-70-02

MTX, Inc.

777 Campus Commons Road, Suite 200

Sacramento, CA 95825 Phone: 916-563-7150 Fax: 916-563-7149 FEIN: 56-1977470 VIN 305044

Contact: Marsha Roberts

Contract #6-00-70-04

Siemens Information and Communication Networks, Inc

10860 Gold Center Drive, #110 Rancho Cordova, CA 95670

Phone: 916-636-2064 Fax: 916-636-2051 FEIN: 52-2122392 VIN 641668

Contact: Paul Gaydos

CONTRACT OVERVIEW

A. NEW ORDERS

Orders can be placed by completing a <u>GSOP-191</u>, Master Agreement Order (Lease Order). Detailed instructions on completing this form are found below.

Local Agencies may, in lieu of the State's purchase order forms, use their own purchase order document as long as it includes the same information as that required on the *GSOP*-191, including the Agency Billing Code described below.

B. PRICES

All equipment prices and discounts are based on the Manufacturer's Suggested Retail Price lists (MSRP). Maintenance and installation are based on MSRP and/or the noted Commercial Price List. All prices are maximum prices and subject to reduction for promotional, factory rebates, educational discounts and similar programs. Orering agencies may contact the contractor to see if such a discount will apply to the equipment being leased.

C. **DISTRIBUTION** Copies of the *GSOP*-191 or local agency order must be sent to:

Department of General Services Procurement Division - Master Agreements 1824 14th Street Sacramento, CA 95814

COPIES OF ALL CHANGES MUST BE FORWARDED AS STATED HEREIN FOR NEW ORDERS.

Certain agencies have a delegated reporting mechanism in lieu of sending a copy of every order.

D. AGENCY REPORTING REQUIREMENTS

If a contractor is either performing in an outstanding manner or if problems are encountered, agencies are encouraged to complete a State Agency MSA Contract Performance Report. Please send this report to the Department of General Services address above.

E. DVBE

Since the Department of General Services awarded this MSA, the DGS will report any efforts towards DVBE participation. When placing an order against this MSA, agencies will not need to consider DVBE participation as a part of their selection criteria.

F. STATE POLICY FOR STATE AGENCIES

THE USE OF MASTER AGREEMENTS IS OPTIONAL. AGENCIES ARE STRONGLY ENCOURAGED TO OPTIMIZE THE BENEFITS OF THE MASTER AGREEMENT PROGRAM FOR THEIR AGENCY BY COMPARING DIFFERENT SCHEDULES FOR VARYING SERVICES AND PRICES AND CAREFULLY REVIEWING ALL CONTRACT TERMS AND CONDITIONS TO OBTAIN THE BEST VALUE AVAILABLE.

1. Agency Bill Code

THIS FIELD IS MANDATORY. Place the five digit Agency Bill Code as assigned by the Department of General Service in this field. There is to be only one bill code per order. Local agencies without a billing code may obtain a billing code by calling (916) 323-1030. Once assigned a billing code it can be used on all future orders.

2. MRA Contract Number and Page Number

Enter the appropriate MRA number for the supplier with whom you are placing your order in this field. These numbers are located with the supplier's addresses in this Master Rental Agreement in Contractor Contacts Section. Page of Pages: enter the page number and total number of pages for each order. This should be shown with two digits: (i.e. 01 of 02).

3. SHIP TO

Enter the Ship To address of the requesting agency, including the room number, if any. Enter the name and telephone number of the person who will be responsible for accepting the work.

4. BILL TO

Enter the address where invoices will be sent. Enter the name **and** telephone number of the section that will be handling the invoice payment in your agency.

5. DATE

Enter the date the purchase order will be mailed. The month, day and year should be indicated with two digits; (i.e. July 1, 1997 as 07/01/97).

6. AGENCY ORDER NUMBER

Enter **your** agency's assigned purchase order number.

7. AMENDMENT NO.

If this is an amendment to an order, the number of the amendment, otherwise leave blank.

8. TO FIRM ADDRESS

Enter the contractor's name and address as shown above under contractor contacts.

9. DATA WANTED

The requested installatio date.

10. FACILITIES READINESS DATE

The date the facility will be ready for the new equipment.

11. INSTALLATION/RECONNECTION DATE

FOR RELOCATIONS ONLY, the actual installation date or last reconnection date.

12. VENDOR NUMBER (VIN)

Enter the Contractor's Vendor Identification Number from above under Contractor Contacts.

13. FEDERAL EMPLOYEE IDENTIFICATION NUMBER (FEIN)

Enter the Contractor's FEIN number from above under Contractor Contacts.

14. ORDER TYPE (Rental, Maintenance, Co-termious, etc.)

Enter the correct Order Type

15. INDIVIDUAL TERMINAL SYSTEM CLUSTER I.D. NUMBER (ITSC)

The Individual Terminal System Cluster to which this equipment will be attached. If not known leave blank.

16. CONTRACT PERIOD FROM - TO

The Contract From and TO dates. The lease term dates.

17. **QTY.**

The quantity for each item.

18. MODEL NUMBER

The model number from the Manufacturer's Suggested Retail Price list.

19. **DESCRIPTION**

The description from the Manufacturer's Suggested Retail Price list.

20. PER UNIT \$ & MAINTENANCE \$

The DISCOUNTED price and maintenance cost from the respective Manufacturer's Suggested Retail Price lists for both the equipment and the maintenance.

21. MONTHLY RENT

The monthly rental amount is calculated by multiplying the lease rate factor, from the Contractor Cost Tables below, to the discounted per unit \$ and maintenance \$ total.

22. MONTHLY EXTENSION

The quantity (Qty, item 17) times the rental amount (Monthly Rent, item 21).

23. SUBTOTAL

The sum of the Monthly Extension column.

24. ONE-TIME CHARGES AND COST

One-time items and their charges - eg. installation, expedite, supplies, etc.

25. DURATION IN MONTHS AND DAYS

The duration of the order in months and days.

26. ONE TIME CHARGES

The total of the one-time charges.

27. TAXABLE TOTAL

The total of any taxable portion of the order. Can be a portion of one-time charges and Total Rental Charges.

28. TAX %

The Sales Tax rate at the "Ship To:" site.

29. **TAX**

The Taxable Total (item 27) times the tax rate.

30. NON-TAXABLE AMOUNT

The total of one-time non-taxable charges.

31. MAINTENANCE (IF NOT INCLUDED)

The maintenance charges that are not included in the rental charges.

32. GRAND TOTAL \$

The total of Items 27, 29, 30, and 31.

33. AMENDMENT AMOUNT

If this is an amendment to the purchas order, the dollar amount of the changes created by this amendment.

34. OLD TOTAL

If this is an amendment to the purchase order, the purchase order total as of its latest revision.

35. FISCAL INFORMATION

Fiscal information as appropriate.

36. SIGNATURES

An original signature of the person with the proper signature authority within your department or agency to sign this order must appear on the purchase order.

ALL SUPPLIERS HAVE BETTER DISCOUNTS AND BETTER LEASE RATES TO OFFER DEPENDING ON THE EQUIPMENT AND THE AMOUNT OF THE INDIVIDUAL LEASE ORDER.

TIME PERMITTING, IT IS ADVISED THAT THE ORDERING AGENCY CONTACT THE CONTRACTOR TO SEE IF ADDITIONAL DISCOUNTS WILL APPLY.

ALTERNATIVE LEASING PLANS ARE ALSO AVAILABLE BASED ON QUARTERLY BILLING, BUNDLED ORDERS AND SIMILAR ADVANTAGES TO THE SUPPLIER OBTAINING FUNDING. IF SUCH A PROGRAM IS TO THE STATE'S ADVANTAGE AND DOES NOT INVOLVE TERMS AND CONDITIONS CONTRARY TO THIS AGREEMENT THESE PLANS CAN BE ACCEPTABLE TO BE CONSIDERED FOR USE IN CONJUCTION WITH THIS MRA.